

P66 8/1/08 142181 ESM/kc

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS--EASTERN DIVISION**

84 Lumber Company, a Pennsylvania Limited
Partnership

Plaintiff,

-VS-

Boss Construction, Inc. and Steven Roger Smith

Defendant(s)

08 cv 958

No. 08CV-958

Honorable Blanche M. Manning

AGREED ORDER

THIS MATTER coming to be heard pursuant to stipulation of the parties, the Court having jurisdiction over the parties and subject matter hereof, and being fully advised in the premises, and finding that the parties are in agreement, the parties now seeking leave of court to voluntarily dismiss this cause;

IT IS HEREBY ORDERED:

1. The Payment Stipulation executed between the parties, a true and correct copy of which is attached to this Order as Exhibit "A", is expressly incorporated herein and made a part hereof;
2. This cause is hereby dismissed without prejudice, and the Court specifically finds that it will retain jurisdiction over the parties to enforce the terms of the Stipulation;
3. The Plaintiff is granted leave to move, upon due notice, to vacate the Order of Dismissal and reinstate, with waiver of the clerk's fee, for the purpose of an entry of judgment if the Defendant fails to comply with the provisions of the attached Payment Stipulation.

Dated: August 4, 2008

ACCEPTED FOR PLAINTIFF

BY:

Edward S. Margolis
One of its attorneys

ACCEPTED FOR DEFENDANT

BY:

Marty Schwartz
One of its attorneys

DATED: August 11, 2008

ENTER:

Blanche M. Manning
Judge Judge's No.

MICHAEL W. DOBBINS, CLERK OF THE United States District Court

P66 8/1/08 142181 ESM/kc

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS--EASTERN DIVISION**

84 Lumber Company, a Pennsylvania Limited
Partnership

Plaintiff,

-VS-

Boss Construction, Inc. and Steven Roger Smith

Defendant(s)

No. 08CV-958

STIPULATION FOR PAYMENT

IT IS HEREBY STIPULATED by and between the Plaintiff, 84 Lumber Company, a Pennsylvania Limited Partnership, and the Defendant, Boss Construction, Inc. and Steven Roger Smith, that the captioned lawsuit shall be settled as follows:

1. The parties agree that Defendant shall pay to the Plaintiff the sum of \$70,000.00, as full and final settlement of this lawsuit.
2. The Defendant agrees to pay the said sum in the following manner:
 - a. Defendant will pay \$2,000.00 on or before August 1, 2008 and will continue to pay \$2,000.00 through and including February 1, 2009; \$5,000.00 on or before March 1, 2009 and will continue to pay \$5,000.00 through and including January 1, 2010; and \$1,000.00 on or before January 1, 2010. Payments are to be made on or before the 1st day of each month.
3. The payments provided for in Paragraph 2 above shall be made payable to "84 Lumber Company, a Pennsylvania Limited Partnership", but paid at the offices of TELLER, LEVIT & SILVERTRUST, P.C., 11 East Adams Street, Suite #800, Chicago, Illinois 60603, or at such other place as that law firm may in writing designate.
4. Time is of the essence in this Agreement. So long as payments are made as specified in Paragraph 2 hereof, the Plaintiff shall not seek to have judgment entered in the above-captioned matter; however, in the event of a default on the part of the Defendant in any of the payments provided for in Paragraph 2 hereof, the Plaintiff shall have the absolute right to take judgment for the amount prayed for in its Complaint on file in this cause, less any payments made, plus costs and interest, by serving a Notice of Motion and Motion on the Defendant of this cause, requesting the relief provided for herein. Default is defined as the failure by Defendant to make any one payment in a timely manner pursuant to Paragraph 2 hereof. Notice to go to Boss Construction, Inc. at 815/726-8931 and Notice to Attorney, Marty Schwartz at 312/422-4399. Furthermore, it is expressly agreed that Defendant hereby waives any and all objections, either in person or otherwise, to Plaintiff's absolute right to reinstatement and for judgment pursuant to the terms and conditions of this Stipulation.
5. Notwithstanding anything to the contrary, in the event of a default and prior to the entry of judgment, plaintiff shall provide seven days written notice to the defendant and his counsel by fax or by personal delivery. Defendant shall have an absolute right to cure the default by tendering the overdue installment within the seven days. No judgment shall be entered if the default is timely cured.

6. The Defendant may prepay the total amount due at any time without penalty.

7. The parties agree that this cause shall be dismissed without prejudice.

8. The parties further agree that the Plaintiff may reinstate this action in the event Defendant fails to abide by the terms of this Payment Stipulation, and that this Court shall retain jurisdiction to enforce this Stipulation for Payment.

9. Plaintiff's acceptance of any late payments under this Stipulation shall not constitute a waiver of Plaintiff's rights to strictly enforce the terms of this Stipulation thereafter, nor shall it constitute a waiver of any of Plaintiff's rights under this Stipulation.

10. Following full compliance with the terms of this Stipulation, Plaintiff shall provide to Defendant a Stipulation to Dismiss this matter with prejudice, upon Defendant's request.

**84 LUMBER COMPANY, A PENNSYLVANIA
LIMITED PARTNERSHIP**
Plaintiff herein,

BY: 

Edward S. Margolis
One of its attorneys

TELLER, LEVIT & SILVERTRUST, P.C.
Attorneys for Plaintiff
11 East Adams Street--#800
Chicago, Illinois 60603
312-922-3030
Attorney ID# 01763539

**BOSS CONSTRUCTION, INC. AND
STEVEN ROGER SMITH**
Defendant herein,

By: X 

Marty Schwartz
One of its attorneys

222 N. LaSalle Street
Suite 1900
Chicago, IL 60601

Dated: _____, 2008

EXHIBIT "A"

Ch

P66 8/1/08 142181 ESM/kc

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS--EASTERN DIVISION**

84 Lumber Company, a Pennsylvania Limited
Partnership

Plaintiff,

-vs-

Boss Construction, Inc. and Steven Roger Smith

Defendant(s)

08 cv 958

No. 08CV-958

Honorable Blanche M. Manning

AGREED ORDER

THIS MATTER coming to be heard pursuant to stipulation of the parties, the Court having jurisdiction over the parties and subject matter hereof, and being fully advised in the premises, and finding that the parties are in agreement, the parties now seeking leave of court to voluntarily dismiss this cause;

IT IS HEREBY ORDERED:

1. The Payment Stipulation executed between the parties, a true and correct copy of which is attached to this Order as Exhibit "A", is expressly incorporated herein and made a part hereof;
2. This cause is hereby dismissed without prejudice, and the Court specifically finds that it will retain jurisdiction over the parties to enforce the terms of the Stipulation;
3. The Plaintiff is granted leave to move, upon due notice, to vacate the Order of Dismissal and reinstate, with waiver of the clerk's fee, for the purpose of an entry of judgment if the Defendant fails to comply with the provisions of the attached Payment Stipulation.

Dated: August 4, 2008

ACCEPTED FOR PLAINTIFF

ACCEPTED FOR DEFENDANT

BY:

Edward S. Margolis
One of its attorneys

BY:

Marty Schwartz
One of its attorneys

DATED: August 11, 2008

ENTER:

Blanche M. Manning
Judge Judge's No.

MICHAEL W. DOBBINS, CLERK OF THE United States District Court